

REMARKS

This application has been carefully reviewed in light of the Office Action dated August 28, 2006. Claims 1, 2 and 4 to 18 remain in the application, with Claim 3 having been cancelled herein. Claims 1 and 12 are independent. Reconsideration and further examination are respectfully requested.

Claims 1 to 4, 6 to 8 and 10 to 18 were rejected under 35 U.S.C. § 103(a) over U.S. Patent No. 6,473,740 (Cockrill) in view of U.S. Publication No. 2004/0027593 (Wilkins), and Claims 5 and 9 were rejected under § 103(a) over Cockrill in view of Wilkins and further in view of U.S. Patent No. 5,754,654 (Hiroya). The rejections are respectfully traversed and the Examiner is requested to reconsider and withdraw the rejections in light of the following comments.

The present invention concerns undoing execution of a function on a computer object and refunding a user for at least a portion of a sum paid to execute the function on the object. According to the invention, a server receives a request from a client station to undo execution of the function on the computer object, where the execution of the function is to manipulate the object from an earlier state of the object to a manipulated state of the object. By way of example, the object may be an image in which a function to rotate the image 90 degrees has been executed on the object and the user wants to undo the rotation. When the undo request is received by the server, the earlier state of the manipulated object is obtained. Then, a response is sent to the client station, where the response comprises a sum of money less than or equal to an execution cost received by the server for the execution of the function. Thus, where a user may perform an operation on

the object and pays for the operation, but then later wants to have the operation undone, the user is refunded an amount of money based on the cost already paid for executing the function.

Referring specifically to the claims, independent Claim 1 is a method of undoing a function requested by a first client station on a computer object stored on a server station of a communication network, comprising the following steps, receiving from a client station a request to undo execution of the function on the computer object, the execution of the function being adapted to manipulate the object from an earlier state of the object to a manipulated state of the object, obtaining on the server station the earlier state of the manipulated object, and sending a response to the first client station via the communication network, the response comprising a sum of money less than or equal to an execution cost received by the server station for the execution of the function.

Independent Claim 12 is an apparatus claim that substantially corresponds to Claim 1.

The applied art, alone or in any permissible combination, is not seen to disclose or to suggest the features of Claims 1 and 12, and in particular, is not seen to disclose or to suggest at least the feature of a server station receiving a request to undo execution of a function on a computer object, the execution of the function being to manipulate the object from an earlier state of the object to a manipulated state of the object, and sending a response to a first client station that sent the undo request, where the response comprises a sum of money less than or equal to an execution cost received by the server station for the execution of the function.

Cockrill discloses a transaction network that facilitates purchase transactions between any number of customers and any number of merchants for the purchase of digital content. The merchants provide web sites that are accessible via a URL so that users can purchase an item (e.g., a journal or a report). A customer registers their personal information and payment information (e.g., credit card). Once registered, the customer is authenticated and then they can purchase items, receive refunds, etc. As for receiving refunds, Cockrill merely teaches that a user can request a refund for an item. If the price of the item purchased is less than a threshold, the refund request may be granted automatically. The foregoing is not, however, seen to correspond to the claimed invention.

In this regard, the Office Action appears to equate the submission of a refund request in Cockrill to a request to undo execution of a function on a computer object in which the object is manipulated from an earlier state to a manipulated state, and the undo request obtains the earlier state of the object. Additionally, the Office Action appears to equate the automatic granting of the refund request to the claimed response. However, Applicants fail to see the correspondence between the foregoing features of Cockrill and the invention.

In this regard, as readily admitted in the Office Action, Cockrill specifically states that, “After the refund request is submitted, the customer’s statement is preferably updated to reflect the submission of the refund request.” If the customer’s statement is seen to correspond to the object being manipulated (i.e., when the user makes the purchase, the cost of the item is added to the statement), then when the refund request is submitted, the process performed on the statement is not undone, but rather, a new operation is

performed to add the refund request to the statement. Thus, the Office Action's reliance on this portion of Cockrill as allegedly teaching the claimed feature of undoing the execution of the function, and obtaining the earlier state of the object is misplaced.

As for the granting of the refund request, the refund amount is presumably the same as that paid for the purchase. There is no suggestion in Cockrill that the amount refunded is less than or equal to the amount received by the server for the execution of the function. The only terminology of "less than" used in Cockrill, which appears to be the language relied upon in the Office Action, is the determination of whether the price of the item for which the refund request is being made is "less than or equal to" a predetermined threshold price. This is simply not the same, or even remotely related to, refunding a sum of money less than or equal to the amount received by the server for execution of the function.

Wilkins is not seen to add anything to overcome the foregoing deficiencies of Cockrill. Wilkins is merely seen to teach a system for converting low-resolution images into high-resolution images. However, Wilkins, like Cockrill, is not seen to teach at least the features of a server station receiving a request to undo execution of a function on a computer object, the execution of the function being to manipulate the object from an earlier state of the object to a manipulated state of the object, and sending a response to a first client station that sent the undo request, where the response comprises a sum of money less than or equal to an execution cost received by the server station for the execution of the function. Thus, even if Cockrill and Wilkins could have been combined at the time of

the invention, which Applicants contend that they could not, they still would not have resulted in the features of the invention.

Applicants again submit that there is no motivation to combine Cockrill and Wilkins. Specifically, Cockrill is directed entirely to the purchase of items and submitting a request for a refund of a purchase. Wilkins is directed entirely to manipulating images to change the resolution, and then to restore the image to its original version. Applicants fail to see any disclosure or suggestion in Wilkins with regard to refunding a sum of money paid for manipulating the images. Nor do Applicants see any disclosure or suggestion in Wilkins that a user pays for execution of the manipulation of images. Cockrill is not seen to teach anything about paying for the manipulation of images, or the refunding of money for undoing a manipulation of an image. Therefore, Applicants fails to see any teaching in the references themselves that provide a motivation to combine the references. The Office Action makes a bald assertion that “In this case, the motivation is found within the reference,” but then fails to point out where such motivation can be found. Thus, Applicants again submit that the Office Action has failed to set forth a prima facie case of obviousness as required. Accordingly, the proposed combination is again traversed.

Hiroya is not seen to add anything that, when combined with Cockrill, would have resulted in the present invention. In this regard, Hiroya is merely seen to disclose a system for issuing and refunding electronic tickets. However, like Cockrill and Wilkins, Hiroya is not seen to disclose or to suggest anything with regard to a server station receiving a request to undo execution of a function on a computer object, the execution of the function being to manipulate the object from an earlier state of the object to a

manipulated state of the object, and sending a response to a first client station that sent the undo request, where the response comprises a sum of money less than or equal to an execution cost received by the server station for the execution of the function.

In view of the foregoing deficiencies of the applied art, independent Claims 1 and 12, as well as the claims dependent therefrom, are believed to be in condition for allowance.

No other matters having been raised, the entire application is believed to be in condition for allowance and such action is respectfully requested at the Examiner's earliest convenience.

Applicants' undersigned attorney may be reached in our Costa Mesa, California office at (714) 540-8700. All correspondence should continue to be directed to our below-listed address.

Respectfully submitted,

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